

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 11-33

Introduced by Council President Boniface at the request of the County Executive

Legislative Day No. 11-19 Date September 6, 2011

AN ACT to provide the County Executive with the authorization to execute, on behalf of Harford County, Maryland, a Pole License Agreement with Baltimore Gas and Electric Company ("BGE"), in substantially the form attached hereto, pursuant to a schedule of fees, charges and rents agreed upon by the Inter-County Broadband Network Consortium, in an amount not expected to exceed \$1,000,000, to provide for placement of equipment on BGE's poles for the construction and operation of an advanced telecommunications broadband network and to facilitate the provision of services under the One Maryland Broadband Network.

By the Council, September 6, 2011

Introduced, read first time, ordered posted and public hearing scheduled

on: October 4, 2011

at: 6:30 PM

By Order: Renee Mester, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on October 4, 2011 and concluded on October 4, 2011.

Renee Mester, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

1 **WHEREAS**, the County Executive proposes that Harford County, Maryland enter into a Pole
2 License Agreement, in substantially the form attached hereto, pursuant to a schedule of fees, charges
3 and rents agreed upon by the Inter-County Broadband Network Consortium, in an amount not
4 expected to exceed \$1,000,000, and be given the authority to execute such agreement on behalf of
5 Harford County, Maryland; and

6 **WHEREAS**, the County, in cooperation with the 9 member jurisdictions of the Inter-County
7 Broadband Network Consortium, has negotiated with BGE, a Public Service Company, to permit the
8 County to attach equipment to BGE's poles for the construction and operation of an advanced
9 telecommunications broadband network and to facilitate the provision of services under the One
10 Maryland Broadband Network; and

11 **WHEREAS**, Section 520 of the Charter of Harford County, Maryland requires that all
12 agreements and payments thereunder which would extend beyond the current fiscal year be
13 authorized by legislative act.


14 **NOW, THEREFORE,**

15 Section 1. Be It Enacted By The County Council of Harford County, Maryland that the County
16 Executive be, and is hereby, authorized to execute, on behalf of the County, the Pole License
17 Agreement providing for payment by Harford County, Maryland of the amounts detailed in the
18 Agreement attached hereto and not to exceed \$1,000,000 if, in the discretion of the County, it is
19 deemed desirable to attach to BGE's poles for the purpose of providing advanced
20 telecommunications services, and the Pole License Agreement shall provide for a contract term not
21 to exceed 5 years.

22 Section 2. And Be It Further Enacted that this Act shall take effect 60 calendar days from the
23 date it becomes law.

EFFECTIVE: December 19, 2011

*The Council Administrator does hereby certify that
fifteen (15) copies of this Bill are immediately available for
distribution to the public and the press.*


Council Administrator

HARFORD COUNTY BILL NO. 11-33

Brief Title BGE License Agreement

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Pamela Meister
Council Administrator

Date October 4, 2011

ENROLLED

Billy Boniface
Council President

Date October 4, 2011

BY THE COUNCIL

Read the third time.

Passed: LSD 11-21

Failed of Passage: _____

By Order

Pamela Meister
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5th day of October, 2011 at 3:00 p.m.

Pamela Meister
Council Administrator



BY THE EXECUTIVE

David R. Craig
COUNTY EXECUTIVE

APPROVED: Date October 18, 2011

BY THE COUNCIL

This Bill No. 11-33, having been approved by the Executive and returned to the Council, becomes law on October 18, 2011.

EFFECTIVE DATE: December 19, 2011

Pamela Meister
Pamela Meister
Council Administrator

Exhibit C

Fees, Charges and Rents

1. Pole Attachment - New Attachment Application Fee (per pole)

	2011	2012	2013	2014
100 - 200 Poles	\$3.76	\$3.90	\$4.03	\$4.17
40 - 99 Poles	\$5.31	\$5.50	\$5.69	\$5.89
1 - 39 Poles	\$7.08	\$7.33	\$7.58	\$7.85

The Pole Attachment Application Fee covers BGE services relating to processing pole applications and issuance of Licenses, except for any specific Make Ready costs required by an application.

2. Annual Pole Attachment Fee (per pole)

	2011	2012	2013	2014
Solely Owned Poles	\$17.89	\$18.52	\$19.17	\$19.84
Jointly Owned Poles	\$10.73	\$11.11	\$11.50	\$11.90

3. Periodic Field Safety Inspection Fee, Article XI, paragraph 3

\$2.88/ pole

4. Overlash Engineering Fee, Article VIII, (per pole)

	2011	2012	2013	2014
100 - 200 Poles	\$3.76	\$3.90	\$4.03	\$4.17
40 - 99 Poles	\$5.31	\$5.50	\$5.69	\$5.89
1 - 39 Poles	\$7.08	\$7.33	\$7.58	\$7.85

5. Post Construction Inspection, Article XI, (per pole)

	2011	2012	2013	2014
100 - 200 Poles	\$3.76	\$3.90	\$4.03	\$4.17
40 - 99 Poles	\$5.31	\$5.50	\$5.69	\$5.89
1 - 39 Poles	\$7.08	\$7.33	\$7.58	\$7.85

6. Attachment/Transfer Fee (per pole)

\$150.00

Rev: 4/26/11

POLE LICENSE AGREEMENT

THIS AGREEMENT, executed as of the ____ day of _____, 2011 by and between BALTIMORE GAS AND ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called "BGE", and HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter called "Licensee"):

WITNESSETH:

WHEREAS, BGE, a Public Service Company, owns either wholly or partially, Poles in Public Rights of Way and across private property; and

WHEREAS, Licensee is a government body that manages a fiber-optic communications network in the State of Maryland, and desires to place and maintain its equipment on BGE's Poles for the construction and operation of an advanced telecommunications broadband network for the provision of advanced telecommunications capabilities.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

1. "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. §§ 151 et seq.

2. "Attachment" means each affixation of Licensee's fibers, cables, strands, wires, appliances, and associated hardware to Licensor's Poles wherever said fibers, cables, strands, wires, appliances, and associated apparatus may be affixed to the Pole.

3. "BGE's Facilities" means any and all property owned by BGE and attached to BGE's Poles, including but not limited to electric wires, cables, conductors, cross-arms, anchors, guys, fixtures, transformers, insulators, and any other appurtenances owned by BGE.

4. "BGE's Poles" or "Poles" means electric distribution Poles which are used to support BGE's Facilities, including distribution and Drop and Stub Poles, whether such Poles are partially or wholly-owned by BGE.

5. "Commission" means the Maryland Public Service Commission or successor entity.

6. "Complex Make Ready" means Make Ready with respect to any License Application for which one or more Pole renewals is required, and BGE has pending in its construction department, at the time a determination is made to accept or reject Licensee's Application, one hundred and fifty (150) or more Pole renewals (including the number of Pole renewals included in Licensee's Application).

7. "Drop and Stub Pole" means a Pole that takes a Licensee's distribution cable and Equipment from a mainline Pole to a customer's premises, not to exceed three Poles in a row, such as across a road, driveway or lot. The Licensee's Equipment shall be used only for providing a service extension. Attachments for the provision of mainline transmission shall not be Drop or Stub Poles.

8. "Facilities" means any and all property, equipment or apparatus, owned by any Joint User, BGE or Licensee.

9. "FCC" means the Federal Communications Commission or successor entity.

10. "Grandfathered Facilities" means Licensee, Joint User, or BGE equipment that was installed on the Poles prior to January 2000, and that complies with the 40/30 (Pole) and 30/12 (mid-span) clearance requirements of the National Electrical Safety Code ("NESC").

11. "Joint Owner" means each of BGE and any other party, including another Public Service Company, which has a partial ownership interest in any of BGE's Poles.

12. "JO Poles" or "Jointly Owned Poles" means any BGE Poles in which a Joint Owner has an interest.

13. "Joint User" means each of BGE, any other Joint Owner, and any party licensed to occupy BGE's Poles or attached to BGE's Poles.

14. "Licensee" means any entity which has executed this Agreement and which has applied for and received a current and valid license from BGE and any Joint Owner, if applicable.

15. "Licensee's Equipment" or "Equipment" means fibers, cables, strands, wires, appliances, and associated hardware attached to a Pole and owned by Licensee or third parties. As described further herein, transmitters, antennae, and dishes used to provide any form of wireless communication services (including wireless voice, data, Internet, or video services) are not included in the definition of this term and may be subject to a separate agreement. Notwithstanding the above exclusion of wireless facilities from this definition, wired facilities used as part of a wireless network are included within this definition.

16. "Make Ready" means work to be performed in the preparation of a Pole, space on a Pole, or installation of a new Pole in order to make space available for a new (or modified) Attachment and to ensure compliance with all applicable safety and engineering standards.

17. "Non-Complex Make Ready" means Make Ready that is not within the definition of Complex Make Ready.

18. “Overlashed Equipment” means Licensee’s fibers, cables, and other equipment that is bound or fastened to fibers or cables of Licensee that have already been attached to BGE’s Poles with a stranded messenger.

19. “Public Service Company” means a public service company as defined in Md. Code Ann., Public Util. Co. Art., § 1-101(x) (2010).

20. “Public Rights of Way” means the surface of, the space above, and below, and adjacent to any street, lane, alley, or road for public use, upon which BGE may situate Poles pursuant to its franchise rights.

ARTICLE II

SCOPE OF AGREEMENT

1. This License Agreement applies only to applications for Licensee’s Equipment to occupy space on BGE’s Poles. This Agreement does not grant any rights to Licensee in regard to any other property owned by BGE or a Joint User. In the event that Licensee requests a License to occupy BGE’s property outside the scope of this Agreement, BGE, in its sole discretion, may determine if such occupation by Licensee is appropriate. If determined by BGE to be appropriate, such occupation shall be the subject of a separate, special agreement between BGE and Licensee.

2. This License Agreement establishes the procedure to be followed by Licensee in applying for Licenses for Licensee’s Equipment to occupy space on BGE’s Poles and the terms and conditions under which Licensee is to occupy such space. Nothing contained in either this Agreement or the Licenses issued hereunder grants or otherwise conveys to Licensee any right or license to occupy Public Rights of Way or private property on which BGE’s Facilities may be

located. The conditions set forth in Article III must be strictly complied with in order for Licensee to be eligible for Licenses under this Agreement.

3. Attachments to BGE's conduit, trenches, and other attachments may be permitted in accordance with separate agreements.

4. This Agreement supersedes all previous agreements, whether written or oral, between Licensee and BGE for Licensee's Equipment to occupy space on BGE's Poles. There are no other provisions, terms or conditions to this Agreement except as expressed in this Agreement. All currently effective Licenses for Licensee's Equipment heretofore granted by BGE pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement. There are no outstanding claims by BGE for unauthorized attachments or for payment of any fees or charges in respect of currently effective Licenses heretofore granted pursuant to such previous agreements.

5. JO Poles are administered by cooperation between BGE and any Joint Owner. Each Joint Owner shall independently bill and collect its own Pole attachment fee based upon each Joint Owner's respective ownership interest in the JO Poles. Licensee is obligated to pay BGE directly for its Pole attachment fee as calculated by BGE, and may not pay it to any other Joint Owner. BGE will provide Licensee notification of any revision to JO Pole ownership percentages each time BGE recalculates its JO Pole rate, to the extent that BGE's ownership interest in JO Poles falls below sixty percent. After such time that BGE's ownership interest falls below sixty percent for JO Poles, each subsequent JO Pole invoice shall reflect the current and correct ownership percentage and rate.

6. BGE shall reasonably cooperate with any Joint Owner in the administration of JO Poles. Licensee must apply to BGE for attachment to a JO Pole, and comply with Joint Owner's

requirements. Each Joint Owner may require its own Pole attachment agreement for JO Poles. BGE will use good faith efforts to establish procedures with other Joint Owners to minimize costs and inefficiencies arising from Licensee's application for and attachment to Jointly Owned Poles, and any Make Ready associated therewith.

7. Any obligation of the Licensee to make any payments under this Agreement shall be subject to appropriation and availability of funds. Failure to make payment is an event of default as provided in Article XV.

8. Except as specified herein, the provisions of this Agreement are not intended to restrict the ability of the Licensee with respect to the use of its assets in pursuit of its operation of an advanced telecommunication network, including but not limited to any provision of open access for public use under the One Maryland Broadband Network funded by the federal government.

ARTICLE III

FRANCHISES AND EASEMENTS

1. A License issued under this Agreement grants the Licensee permission to attach Licensee's Equipment to BGE's Poles. BGE makes no representations, express or implied, concerning Licensee's right to occupy the real property of a third party. However, to the extent BGE has the ability under BGE's easement agreement with a private property owner, which agreements are available to Licensee as a matter of public record, to permit Licensee to occupy BGE's Poles on that private property owner's property, BGE does so by this Agreement. In the event an objection is raised concerning Licensee's presence on real property by a private property owner with standing, Licensee shall be responsible for immediately obtaining from the appropriate public or private authority any required authorization to construct, operate, and/or

maintain Licensee's Equipment at the location of attachment on BGE's Poles. BGE has no obligation to confirm or verify that Licensee has obtained necessary approvals, and Licensee shall indemnify BGE as set forth in Article XIII. Licensee shall provide BGE with a copy of any required franchise authorization upon request to the extent that BGE reasonably believes that Licensee may be operating without franchise authorization that endangers BGE's right, title and interest to the real property. Prior to attachment, Licensee understands that it is Licensee's responsibility to obtain the following:

- a. all necessary franchises or permits, if any, to install and maintain Licensee's Equipment within public streets, highways, and other Public Rights of Way; and
- b. all necessary easements or consents, if any, to place Licensee's Equipment on or over private property (including the private property of the Licensor, and including crossing or occupying railroad or other private rights of way).

2. If any such franchises, permits, easements, and consents which may have been granted to Licensee are cancelled, revoked, or otherwise nullified, any license issued for Licensee's Equipment requiring such franchises, permits, easements, and consents shall be subject to termination in accordance with the provisions of Article XV. Licensee must notify BGE in writing within thirty (30) days of its becoming aware that a franchise, permit, easement, or consent has been cancelled, revoked or nullified. Licensee will have sixty (60) days from the time of inception of any problem in which to cure any problems associated with the franchise, permits, easements, or consents prior to cancellation, revocation, or nullification. Failure to cure within sixty (60) days from the inception of the problem shall be deemed to be an event of default, under Article XV, Paragraph 2, unless (a) the period for cure has been extended by

mutual agreement of Licensee and BGE, or (b) Licensee has initiated good faith efforts to obtain or dispute the required franchise, permit, easement, or consent.

3. No License granted under this Agreement shall extend to any of BGE's Poles if the attachment or placement of Licensee's Equipment thereon would result in a forfeiture of any rights held by BGE or a Joint User to occupy the property on which BGE's Poles are located. If BGE notifies Licensee that the existence of Licensee's Equipment on BGE's Poles would cause such a forfeiture, Licensee shall remove its equipment within sixty (60) days of notification by BGE, unless within that sixty (60) day period, the Licensee is able to take other action that avoids the need to forfeit by BGE.

ARTICLE IV

SCOPE OF LICENSES

1. Prior to Licensee's Equipment occupying BGE's Poles, Licensee must obtain a License, attached hereto as Exhibit A (Application and License) and hereby made a part hereof, from BGE in accordance with the provisions of this Agreement. Each License issued by BGE to Licensee shall be revocable and nonexclusive and subject to the terms and provisions set forth in this Agreement. Overlashed Equipment does not require a separate license, but does require written permission from BGE, and shall be governed by Article VIII herein. With respect to Drop and Stub Poles, BGE automatically grants a Conditional License for Attachments to such Poles prior to the issuance of a License, provided that Licensee submits an application for such Attachment in accordance with Article VI.

2. A License issued under this Agreement only grants Licensee permission to attach Licensee's Equipment to BGE's Poles. No use, however extended, of BGE's Poles or payment of any fees or charges under this Agreement shall vest in Licensee any ownership or property

rights of any nature in BGE's Poles or BGE's Facilities, and Licensee's rights herein shall be and remain a mere License. Neither this Agreement nor any licenses issued hereunder shall constitute an assignment of any of BGE's rights to locate its Poles on public or private property.

3. Licenses issued hereunder shall be limited to the attachment of Licensee's Equipment. Licenses issued under this Agreement shall be subject to the obligations of BGE to the public as a certificated provider of electric utility service, and nothing contained in this Agreement or any License issued pursuant thereto shall be construed as a limitation, restriction or prohibition against BGE in the acquisition, use, maintenance or disposition of BGE's property.

4. To the extent consistent with FCC rules and regulations, BGE may reserve space on its Poles pursuant to bona fide development plan for expansion of electric service or capacity to deliver electric service or an order by the Commission to expand or supply electric service. BGE may make such reserved space available to Licensees for purposes of making Attachments, provided however, that BGE's rights to reclaim space, or deny Attachment requests are exercised in BGE's reasonable discretion. At the time of responding to an Application for Attachments, BGE shall notify Licensee if capacity on particular Poles is being reserved for future electric use within the next five years pursuant to a bona fide development plan. For Attachments made with notice of such a bona fide development plan, on giving Licensee at least sixty (60) calendar days prior notice, BGE may reclaim such reserved capacity at anytime during the five (5) year period following the installation of Licensee's Attachment(s) if required for BGE's core electric service use; provided, however, that BGE shall give Licensee the option to: (a) remove its Attachment(s) from the affected Pole(s); or (b) pay for the cost of any Make-Ready Work needed to expand capacity for BGE's core electric service requirements and maintain its Attachment on

the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of any Joint Users' Attachments) shall be determined in accordance with Article VI.

5. BGE reserves the right in the first instance to deny a License to occupy space on BGE's Poles for reasons of safety, reliability and generally applicable engineering principles, or where there is insufficient capacity, consistent with the rules and policies of the FCC.

ARTICLE V

TERM OF AGREEMENT

1. This Agreement shall become effective on the date of execution. Licensee anticipates that this Agreement will be presented to and approved by the Harford County Council ("Council") and the Harford County Board of Estimates ("Board") by October 15, 2011. Should the Council and the Board not approve this Agreement by October 15, 2011, the Agreement will automatically terminate and Licensee shall be responsible for all costs associated with any pending applications as if the applications were submitted under the terms of the existing agreement between the parties dated September 17, 2008.

Should the Council and the Board approve this Agreement, and, if not terminated in accordance with the provisions of Article XV, this Agreement shall continue in effect for an initial term until December 31, 2014. At the end of the term, each party may either terminate this Agreement or request renegotiation of any part or parts of this Agreement by giving to the other party written notice of such intention at least ninety (90) days prior to the end of the term. If such notice is not given, this Agreement shall continue in full force and effect upon the same covenants, terms, and conditions for two (2) year periods, unless terminated or renegotiated by either party as provided in this Agreement.

The renegotiation of any part of this Agreement shall be evidenced by a Supplemental Agreement that is in writing and is executed by BGE and Licensee, which shall be attached to this Agreement and made a part of this Agreement

ARTICLE VI

APPLICATION FOR AND ISSUANCE OF POLE LICENSES

1. The Application for Licenses under this Agreement shall be made on the Application Form provided by BGE (see Exhibit A-1).

2. Each Attachment on BGE's Poles must be the subject of an Application, as set forth in this Article VI, and License (see Exhibit A-1). An Application and License may cover up to two hundred (200) Poles for which use is sought.

3. Upon the receipt of a complete Application, including payment of the Pole Attachment Application Fee, BGE will begin application processing. Refer to Exhibit J: Application Package Requirements for the requirements of a complete Application. BGE will not process an incomplete package.

4. Applications should be dated and uniquely numbered for reference and tracking purposes. Unless provided by the applicant, all application dates on Exhibit A-1 will default to the date/time received by BGE, and missing application numbers will be assigned by BGE.

5. Subject to (i) completion of all pre-licensing inspections; (ii) receipt of payment for any Make Ready and Post Construction Inspection fees; (iii) completion of Make Ready construction work; and (iv) satisfaction of the conditions, limitations, exclusions, exceptions and requirements as contained in this Agreement, BGE will issue Licensee a License to occupy space on BGE's Poles. With respect to Jointly Owned Poles, Licensee cannot attach its Equipment until Licenses from both Joint Owners are issued.

6. BGE will accept Applications for Licenses for Attachments to its Poles from any qualified Licensee. When multiple applicants apply to BGE to attach to the same Pole, the first Application in proper order received by BGE will be deemed to be the initial License with the right to attach prior to other applicants. BGE shall log in all Applications and indicate the date and time of filing. The log shall be available to Licensees for inspection upon request.

7. For applications involving more than fifteen (15) Poles or requiring Make Ready, BGE shall grant or deny access to the Poles identified in an Application within forty-five (45) days of Licensee's submission of a complete Application. The time for BGE to grant or deny access to a Pole may be extended by mutual agreement of the parties. BGE shall be entitled to reasonable additional time during periods where normal demand is exceeded. Normal demand shall include Applications and Overlash for up to six hundred (600) Poles per month from all licensees collectively. In cases where normal demand is exceeded, BGE shall grant access to Poles as the Poles are approved in order that Licensee is not delayed while review of a portion of the Poles in an Application requires additional time.

8. Denial of an Application shall be specific and shall include all relevant evidence and information supporting the denial and how it is related to reasons of lack of capacity, safety, reliability, or engineering standards. Licensee shall have the right to remedy the reasons for denial identified by BGE in order to perfect its Application. For Applications involving Complex Make Ready, Licensee shall have the right to remedy any delay arising because of a denial for reasons of excessive Pole renewals by reducing the number of required Pole renewals to a Non-Complex Make Ready level within ten (10) business days of such denial (during which period any Make Ready timing guidelines shall be tolled) BGE shall provide Licensee with any

data and calculations reasonably relating to its decision to deny a Pole Application or require Make Ready or Pole renewal, including, without limitation, any load or sag clearance analysis.

9. Should Licensee decide to cancel or revise an application, Licensee shall reimburse BGE for the costs of any related engineering and design work performed by BGE, to the extent such costs are not already included in the application fee, and Licensee is presented with itemized invoices evidencing same.

10. Where, in BGE's judgment, Make Ready is necessary (including a Pole replacement) to meet the requirements of Article VII, BGE will attach to the Application the necessary Make Ready and the estimated cost of the Make Ready, and return the Application to Licensee. The Make Ready estimate shall include the Post Construction Inspection Fee (see Exhibit C). If BGE determines that no Make Ready is necessary, BGE will submit an invoice to Licensee for the Post Construction Inspection Fee. The cost of all Make Ready provided for in this Article shall be itemized in order that Licensee can evaluate the reasonableness of the charges and seek reimbursement from other Joint Users, when appropriate, pursuant to applicable law. An example of what constitutes reasonable itemization is attached as Exhibit D.

11. In determining whether an existing Pole has sufficient capacity to accommodate Licensee's proposed Attachment BGE and Licensee agree to follow the NESC and other recognized applicable codes and standards that BGE applies to all other Joint Users. Further, consistent with FCC regulations, Licensee may utilize the same attachment techniques that BGE is currently authorizing other Joint Users to use, including BGE itself, in similar circumstances, in communication space, including boxing and bracketing.

12. Once Licensee accepts BGE's Make Ready estimate, prepared in accordance with Exhibit D, and remits full payment of the estimated cost, BGE shall perform the Make Ready,

including any approved Pole renewals. If no response is received to any BGE Make Ready estimate within ninety (90) days, BGE may cancel the Application, retain the Pole Attachment Application Fee and, to the extent such costs are not already included in the application fee, BGE may bill for additional costs incurred by BGE in preparing the Make Ready estimate.

13. Licensee shall be responsible for all Make Ready costs associated with accommodating its Attachments, including but not limited to those incurred by BGE and other Joint Users, or for the transferring or rearranging of BGE's or other Joint User's facilities, so long as such costs are not included in any fee paid by Licensee, and such costs have been pre-approved by Licensee. Guying or other strengthening of Poles shall be provided by and at the expense of Licensee and according to BGE specifications as set forth in Attachment 1. These obligations are limited by the provisions of Article IX, 47 C.F.R. Section 1.1416(b) and 47 U.S.C. Section 224 (i).

14. In the case of contemporaneous multiple application requests, when costs are associated with accommodations of any of the Attachments, the responsibility for costs between the applicants shall be determined by the receipt priority of the applications, with each applicant responsible for all costs attributable to its Attachments regardless of the existence of subsequent applications. It shall be the responsibility of an initial or prior Licensee to seek reimbursement of costs paid which may have created a benefit for subsequent attaching Licensees and Joint Users, including BGE, if applicable, from subsequent attaching entities and Joint Users, including BGE. BGE will not prorate costs nor refund costs paid by subsequent attaching entities to initial or previous attaching entities. All BGE Pole License Agreements are to contain the following statement: A subsequently attaching Joint User has an obligation under 47 C.F.R. § 1.1416(b) to reimburse previously attached Joint Users for a proportionate share of the cost of

the prior modification or renewal, where the prior modification or renewal created a benefit to the subsequent attaching Joint User.

15. Licensee must commence occupation within six (6) months from the later of (i) the date BGE and any Joint Owner, if applicable, complete any necessary Make Ready and notify Licensee thereof or (ii) the date that BGE and any Joint Owner, if applicable, issue a License to Licensee for the applicable Poles. Licenses shall expire as void *ab initio* for failure of Licensee to attach its equipment to BGE's Poles within such six (6) months, and a subsequent Attachment without a new License shall be deemed to be unauthorized. The six (6) month period will be extended by sixty (60) days upon Licensee's notice to BGE (within the initial six (6) month period) that additional time is required to complete Pole occupation. If any BGE field check or audit determines that Licensee has failed to attach its equipment within such period, BGE shall provide at least sixty (60) days written notice to Licensee that its license for the affected Pole(s) may be cancelled pursuant to the Notification of Intent to Cancel License form attached hereto as Exhibit F. Licensee must apply for and receive a new License to replace a cancelled License before attaching to BGE's Poles. Reapplication shall constitute a new priority date for attachment. BGE will not reimburse the Licensee for any Make Ready actually performed, even if the Licensee elects not to attach.

16. Special Fast Track Processing Procedures. Within the guidelines set forth in this section, BGE will grant expedited processing of limited Pole attachment applications.

- a. If a Licensee with pre-existing Attachments on BGE Poles needs to extend service to new customers, and such extension requires attachment to fifteen (15) or fewer Poles with no Make Ready work required, BGE will apply Fast Track processing.

Fast Track processing will be limited to four (4) applications per calendar quarter per Licensee, unless BGE agrees otherwise to more.

- b. A Fast Track Application will not be considered, and will be returned to the Licensee, unless it contains all of the items required to be in a normal Application, as set forth above, and a pre-engineering package from a BGE approved consultant attesting to NESC sag clearances. The application must also contain an attestation from the consultant that no NESC or other safety violations will result from the planned Attachment, and that no mandatory Make Ready is required. A Conditional License will be deemed to have been issued by BGE upon Licensee's submission of a complete Fast Track Application, as set forth herein, unless subsequently rejected by BGE.
- c. Licensee will be permitted to proceed with its planned attachment after receiving application approval or after ten (10) days of submitting its Fast Track Application to BGE, whichever is sooner, unless within that period BGE notifies Licensee that it believes Make Ready is required prior to attachment. In such instances, the Fast Track Application will be converted to a regular application. Attachment authority obtained through this Fast Track process shall be considered a Conditional License subject to issuance of a License by BGE as provided for below.
- d. Licensee must complete all construction within thirty (30) days of its application, and must notify BGE in writing of construction completion within fifteen (15) days of construction completion. Failure of Licensee to complete the construction within thirty (30) days shall invalidate the Conditional License.

- e. Within ninety (90) days of Licensee's notice of construction completion, and upon at least seven (7) days advance written notice to Licensee, BGE may inspect the Fast Track Attachments for safety and engineering compliance. BGE will notify Licensee no later than fifteen (15) days after the end of its inspection period of any safety or engineering issues that it discovers which need correction. Licensee's failure to timely notify BGE of construction completion shall extend BGE's inspection period by two (2) days for every day that Licensee's notice is late.
- f. Licensee shall have fifteen (15) days from the date of BGE's notice to correct all items noticed by BGE, at Licensee's expense, and notify BGE in writing. Should Licensee fail to correct them within the time allotted, BGE may correct any safety or engineering deficiencies noticed by BGE, and Licensee shall reimburse BGE for the costs associated with such corrections.
- g. BGE shall issue Licensee a License for an Attachment under this section within thirty (30) days of the later of (i) the post construction inspection by BGE; or (ii) the date Licensee notifies BGE that post construction inspection modifications have been completed.

17. Conditional Licenses automatically issue, with no action by BGE, at the time of attachment for Drop and Stub Poles, and at the time the application is filed, for Fast Track Application Poles, unless rejected by BGE. Conditional Licenses must meet all requirements set forth for such Attachments, and automatically cancel for failure to meet any conditions. Upon meeting all applicable conditions, Conditional Licenses automatically convert to permanent Licenses, canceling the Conditional Licenses. For all other Pole attachment applications,

permanent Licenses automatically issue, with acceptance by BGE of the completed application and upon completion of any necessary Make Ready, including Make Ready by Joint Owner. BGE may, at its option, issue written evidence of conditional or permanent Licenses, but later issuance of a written License shall not reset the effective date of the License, or otherwise alter the time frames or obligations set forth in this Agreement. Licenses are effective until the times set forth in this Agreement.

ARTICLE VII

ATTACHMENT SPECIFICATIONS

1. Licensee's Equipment in each and every location shall be installed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, the National Electrical Code, the practices and specifications of BGE as set forth in Attachment 1 (and hereby made a part of this Agreement), any rules or orders now in effect or that hereafter may be issued by the Commission or other authority having jurisdiction, as these may be modified and are effective from time to time, all of which are incorporated by reference into this Agreement. Attachments shall be maintained in accordance with the above requirements and specifications in place at the time when the Attachment was made or work performed, unless otherwise required by law, including state or local safety codes ("Codes") or judicial decision, and BGE shall apply these requirements in a non-discriminatory manner to all Joint Users, including itself.

2. Licensee's Equipment shall maintain a minimum clearance, from any existing conductor or other facility of BGE, of forty (40) inches, measured surface to surface. The clearance between Licensee's Equipment and BGE neutrals, field spun and pre-assembled aerial cable, BGE field spun fiber-optic cable, and BGE ADSS fiber-optic cable may be decreased to

thirty (30) inches if the Licensee's Attachment is bonded to a common ground on the Pole at the point the down ground from the neutral passes the Licensee's Attachment, to the extent consistent with NESC requirements. Licensee's Equipment shall also maintain clearances at the low point of sag within the span of twelve (12) inches if the Attachment is bonded as described above and thirty (30) inches if not. Any separation measurements shall be taken from the lowest surface of power to the upper-most surface of communication. Bonding is not required between BGE ADSS fiber-optic cable and communication facilities.

3. The use of the space approved by BGE shall be subject to the terms and conditions of preexisting agreements for joint use and occupancy of such Pole between BGE and other Joint Users, to the extent such terms and conditions are consistent with applicable law.

4. Overlashed Equipment owned by Licensee is permitted on BGE's Poles, subject to the provisions of Article VIII.

5. Licensee shall, at its own expense, install and maintain its Equipment in safe condition and in thorough repair, in a manner acceptable to BGE, and in a manner that will not conflict with the use of BGE's Poles by BGE, other Public Service Companies using BGE's Poles, or other Joint Users. Licensee shall inform BGE no more than fifteen (15) days after attachment that Licensee's Equipment is in place and ready for post installation inspection.

6. Licensee shall place and maintain permanent identification markers on its Attachments on BGE's Poles as and when it performs work on such Poles, in order to facilitate identification. All identification markers must be located at or near the point where such Attachments are affixed to each Pole, and must:

- (i) be non-metallic;
- (ii) be of a distinctive and uniform design;
- (iii) include an alphanumeric code and color code as specified by BGE;

- (iv) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
- (v) not show Licensee's name or insignia, unless prior consent of BGE is obtained and it is made clear that Licensee is not the owner of the Pole.

Should BGE encounter any of Licensee's Attachments on which Licensee was required to, but did not, place permanent identification markers pursuant to this section, BGE may notify Licensee provided that BGE can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. BGE shall apply this marking requirement to all Joint Users in the communications space.

7. To the extent that an Attachment is a Grandfathered Facility, the Attachment will not be subject to the maximum sag/load calculations provided for in Attachment 1 and the NESC, unless the Attachment is modified subsequent to the effective date of the latest Pole License Agreement between the parties if any in a manner that would exclude those facilities from the grandfathering policies of the NESC ("Excluded Facilities"). Notwithstanding the foregoing, Grandfathered Facility Attachments must maintain physical 30"/12" midspan clearances. Except as provided in paragraph 1 above, no other requirement of the NESC, or of any Codes, shall be grandfathered under this provision, and any violation must be rectified regardless of whether the Attachment is otherwise a Grandfathered Facility.

8. Excluded Facilities of all Joint Users shall be subject to maximum sag/load criteria of the NESC, and all other requirements of the NESC and Codes, on a non-discriminatory basis.

9. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain Licensee's Attachments are adequately trained with respect to work on electric distribution Poles and the NESC.

ARTICLE VIII
OVERLASHING

1. Overlashed Equipment owned by Licensee is permitted on BGE's Poles. Licensee must submit an Overlash Package for any proposed overlashing. The Overlash Package must include items listed in Exhibit K.

2. Licensee may overlash fiber associated with existing licensed Attachments that have been installed using a stranded messenger so long as such Overlashed Equipment is installed in accordance with the engineering standards of Article VII and otherwise complies with the terms of this Agreement. Licensee must remove unused or abandoned overlashed cable from such strand when it attaches new overlashing. Information and maps submitted as part of the Overlash Package are Proprietary Information under Article XVIII, and will be accorded that status for two (2) years from the time of filing with BGE. This information may be used by BGE for Pole engineering, safety reviews and the charging of annual rentals for the underlying attachment. Access to this information within BGE shall be limited to those personnel directly involved in assessing Pole engineering and safety issues or in billing any future overlashing charge.

3. Licensee covenants that (a) the procedures prescribed in this paragraph will be followed by Licensee and (b) Overlashed Equipment will comply with all provisions of this Agreement. BGE shall not charge additional rent for Overlashed Equipment.

4. Upon the receipt of a complete Overlash Package, including payment of the Overlash Engineering Fee, BGE will begin overlash processing. BGE will not process an incomplete package. An Overlash Package may cover up to two hundred (200) Poles for which use is sought.

5. Overlash Packages should be dated and uniquely numbered by Licensee with a Project Number for reference and tracking purposes.

6. BGE shall grant or deny access to the Poles identified in an Overlash Package within forty-five (45) days of Licensee's submission of a complete Overlash Package. The time for BGE to grant or deny access to a Pole may be extended by mutual agreement of the parties. BGE shall be entitled to reasonable additional time during periods where normal demand is exceeded. Normal demand shall include Applications and Overlash for up to six hundred (600) Poles per month from all Licensees collectively. In cases in which normal demand is exceeded, BGE shall grant access to Poles as the Poles are approved so that Licensee is not delayed if review of a portion of the Poles in an Overlash Package requires additional time.

7. Denial of an Overlash Package shall be specific and shall include all relevant evidence and information supporting the denial and how it is related to reasons of lack of capacity, safety, reliability, or engineering standards. Licensee shall have the right to remedy the reasons for denial identified by BGE. BGE shall provide Licensee with any data and calculations reasonably relating to its decision to deny an Overlash Package or to require Make Ready or Pole renewal, including any load or sag clearance analysis. Should Licensee decide to cancel or revise an Overlash Package, Licensee shall reimburse BGE for the costs of directly related engineering and design work performed by BGE, to the extent such costs are not already included in the Overlash Engineering Fee.

8. If, in BGE's judgment, Make Ready is necessary (including a Pole replacement) to meet the requirements of Article VII, BGE will submit to Licensee the necessary Make Ready and the estimated cost of the Make Ready. The cost of all Make Ready provided for in this Article shall be itemized so that Licensee can evaluate the reasonableness of the charges and

seek reimbursement from other Joint Users, when appropriate. An example of what constitutes reasonable itemization is attached as Exhibit D.

9. In determining whether an existing Pole has sufficient capacity to accommodate Licensee's proposed Overlashed Equipment, BGE and Licensee agree to follow the NESC and other recognized applicable codes and standards that BGE applies to all other Joint Users.

10. Once Licensee accepts BGE's Make Ready estimate, prepared in accordance with Exhibit D, and remits full payment of the estimated cost, BGE shall perform the Make Ready, including any approved Pole renewals. If no response is received to any BGE Make Ready estimate within ninety (90) days, BGE may cancel the Overlash Package, retain the Overlash Engineering Fee and, to the extent such costs are not already included in the Overlash Engineering Fee, BGE may bill for additional costs incurred by BGE in preparing the Make Ready estimate. Upon written request made by Licensee, BGE will consider extending the above referenced response time up to six (6) months to the extent that Licensee accepts Make Ready estimate and remits full payment to BGE no later than August 31, 2013.

11. Licensee shall be responsible for all Make Ready costs associated with accommodating its Attachments, including but not limited to those incurred by BGE and other Joint Users, or for the transferring or rearranging of BGE's or other Joint User's facilities. Guying or other strengthening of Poles shall be provided by and at the expense of Licensee and according to BGE specifications as set forth in Attachment 1. These obligations are limited by the provisions of Article IX, 47 C.F.R. Section 1.1416(b) and 47 U.S.C. Section 224 (i).

12. Subject to (i) completion of all pre-engineering inspections; (ii) receipt of payment for any Make Ready; (iii) completion of Make Ready construction work; and (iv) satisfaction of the conditions, limitations, exclusions, exceptions and requirements contained in this Agreement,

BGE will permit Licensee to overlash on BGE's Poles, by means of returning a signed copy of Exhibit E-1G. With respect to Jointly Owned Poles, Licensee cannot overlash its Equipment until permission from Joint Owners is received.

13. Licensee must complete installation of the Overlashed Equipment within six (6) months from the date that BGE grants Licensee permission to overlash, and Licensee must notify BGE within five (5) days of completion. Permission shall expire as void *ab initio* for failure of Licensee to overlash its equipment to BGE's Poles within such six (6) months, and a subsequent overlash without new written authorization shall be deemed to be unauthorized. The six (6) month period will be extended by sixty (60) days upon Licensee's notice to BGE (within the initial six (6) month period) that additional time is required to complete the overlash project. If any BGE field check or audit determines that Licensee has failed to complete its overlash project within such period, BGE shall provide written notice to Licensee that its authorization for the affected Pole(s) has been cancelled. Licensee must submit a new Overlash Package and receive new authorization to replace the cancelled authorization before overlashing to BGE's Poles. BGE will not reimburse the Licensee for any Make Ready actually performed, even if the Licensee elects not to overlash.

14. Upon notification of completion by Licensee to BGE, or after six (6) months or other such agreed upon period has elapsed from the date BGE granted authorization (unless Licensee elects not to overlash), whichever is earlier, BGE and Licensee will inspect the Overlashed Equipment. Licensee shall be responsible for paying the cost of any Make Ready that must be conducted on Poles caused by the overlashing that is not in accordance with Article VII specifications.

15. Emergencies. In emergency situations which require Licensee overloading, and Licensee has evaluated all other repair options and found them unacceptable, the following overload procedures shall apply.

- a. As soon as practicable, Licensee must notify BGE and any Joint Owner, if applicable, of the need to perform an emergency overload.
- b. Prior to overloading, Licensee must employ an individual or company that has expertise in and a thorough knowledge of NESC requirements to inspect all facilities impacted by the required overloading to identify any and all violations.
 - i. Licensee shall not install overloading on any Poles or spans where a violation that presents an immediate safety hazard for Licensee or its contractors is identified. Overload work may not proceed on such Poles or spans until authorized by BGE. Immediate safety hazards include, but are not limited to, any circumstance where BGE Equipment could come into contact with Licensee's employees, contractors, or Equipment before, during, or after overloading occurs.
 1. In such instances where immediate safety hazards are identified, Licensee must contact BGE's Business Call Center to advise BGE of the safety hazard.
 2. BGE will make repairs as necessary in order to make safe for the overloading to proceed. BGE will authorize Licensee to proceed with overloading upon completion of such repairs.
 - ii. Licensee must advise BGE of any other violations identified during the inspection referenced in paragraph 15b above.

- c. If emergency overlashing is required to repair damaged Licensee Equipment, damaged Licensee Equipment must be removed at the time of overlashing.
- d. As soon as practicable, but in no event more than ten (10) days after the emergency overlash work has commenced, Licensee must submit to BGE a complete Overlash Package, including payment of the Overlash Engineering Fee, as outlined in Exhibit K.
- e. Upon receipt of a complete Overlash Package, BGE and Licensee will complete a Post Construction Inspection of Overlashed Facilities. Licensee shall be responsible for all Make Ready costs associated with accommodating its Attachments, as indicated in paragraph 11 above.

ARTICLE IX

MODIFICATION OF ATTACHMENTS

1. In instances where BGE determines that it must modify or alter its Poles, BGE shall provide written notification at the time the design is complete to Licensee's Pole Liaison Contact identified in Article XX of its intent to modify or alter its Poles. If applicable, the notification shall include the identity of any third party (i.e. a developer) requesting that the Poles be modified or relocated and where any relocation will be situated. This notice requirement does not apply to emergency situations. Except as otherwise provided in paragraph 4 of this Article, in instances where BGE determines that modification or alteration of its Poles may impact or require the modification, alteration, removal, shifting or replacement of Attachments, Licensee shall, at its own expense, relocate, replace or renew its Equipment placed on BGE's Poles, transfer the Equipment to substituted Poles, or perform any other work in connection with such Equipment that may be required by BGE. In certain circumstances (for example, solely owned

Pole renewals and Poles in lead), BGE may perform the attachment or transfer itself, in which case Licensee will be responsible for the cost of BGE performing the attachment or transfer as provided in Exhibit C. All terms of Article III apply when Poles are relocated.

2. In instances in which BGE determines, that an emergency exists, BGE may relocate, replace, modify or renew the Licensee's Equipment placed on its Poles, transfer the Equipment to substituted Poles, or perform any other work in connection with such Equipment that BGE deems necessary, without prior notice to Licensee. Emergency situations include, without limitation, any condition incurred through weather, intentional or accidental damage, any condition impacting the safety of persons or the reliability of BGE's electric utility service, and any situation in which, whether due to Licensee's failure to make its Attachments in conformity with the requirements of this Agreement or License or otherwise, conditions pose an immediate threat to the safety of BGE's employees or the public, interfere with the performance of BGE's public service obligations, or pose an immediate threat to the physical integrity of BGE's Poles or BGE's Facilities. BGE shall provide notice to Licensee as soon as practicable after the cessation of the emergency condition, and shall attempt to minimize any disruption to Licensee's Equipment or services. BGE shall not be responsible for any indirect or consequential damages associated with such emergency condition or modifications required by such condition, and Licensee shall reimburse BGE for all expenses reasonably incurred by BGE to the extent directly related to work performed on Licensee's facilities as a result of the emergency situation.

3. Where any part of Licensee's Equipment is not placed or maintained in accordance with this Agreement or License, Licensee's Pole Liaison Contact will be given written notice of the violation or condition by BGE if the situation does not constitute an emergency condition. Licensee shall be given thirty (30) days after the date of the notice, or such longer time as is

otherwise specified in such notice, to correct such condition. If Licensee has not corrected the violation within thirty (30) days or the time specified in the notice, BGE may undertake to correct the violation. BGE may perform any work or take such action that it deems necessary without giving further written notice to Licensee. BGE will advise Licensee of the work performed or the action taken, and Licensee shall reimburse BGE for the cost of all work upon demand by invoice itemizing, in reasonable detail, the work performed such that Licensee can verify the accuracy and reasonableness of the charges. An example of an acceptable itemized invoice is set forth in Exhibit D.

4. Pursuant to applicable law, including 47 U.S.C. Section 224(i) and 47 C.F.R. Section 1.1416(b), the following subparagraphs apply to costs associated with Pole and Equipment additions and modifications.

- a. In the event that BGE adds to or modifies its Poles and any Joint User uses the modification opportunity to add to or modify its existing Attachment, such Joint User shall pay its own costs and a proportionate share of the costs associated with making the Pole accessible, to the extent that the Joint User's addition or modification was rendered possible by BGE's modification.
- b. If Licensee adds to or modifies its Equipment (including any Pole renewal associated therewith) and any other Joint User, including BGE, uses the modification opportunity to add to or modify its existing Attachment, the Joint User and BGE shall pay their own costs and a proportionate share of the costs associated with making the Pole accessible, to the extent that the Joint User's addition or modification was made possible by the Licensee's modification.

- c. Notwithstanding the above, if a Joint User adds to or modifies its Poles or Equipment, and other Joint Users have pre-existing violations of the NESC, NEC, or Codes which are brought into compliance during the Pole modification, then such Joint User shall be deemed to be sharing in the modification and will be responsible for its proportionate share of the modification.

ARTICLE X

UNAUTHORIZED ATTACHMENTS

1. If Licensee's Equipment is found on BGE's Poles for which no License is issued or pending, BGE, without prejudice to its other rights or remedies under this Agreement or otherwise, may bill Licensee for all rental for the unauthorized Poles for the period since the last prior inspection or for six (6) years, whichever is shorter, unless otherwise agreed in writing by the Licensee and BGE. In addition, if BGE discovers that Licensee is actively engaged in making unauthorized attachments, BGE may require that Licensee immediately cease making any new unauthorized attachments. Any such unauthorized attachments that violate electric clearance requirements may be removed by BGE immediately. In addition, BGE may require that Licensee immediately remove all existing unauthorized attachments that satisfy NESC clearance requirements with respect to BGE's electrical conductors and can safely be removed by Licensee, if an appropriate application for all such attachments is not filed within thirty (30) days of notification. Should Licensee fail to comply with this removal requirement, BGE may remove those unauthorized attachments. Any removal of Licensee's unauthorized attachments pursuant to this section shall be at Licensee's expense and BGE shall not be liable for any loss or damage to Licensee's facilities, or any indirect or consequential damages, which may result. For purposes of this section, the term "actively engaged" means any activity by Licensee regarding

those attachments prior to activation of the associated cable or fiber. Notwithstanding the above, the ordinary procedure to be followed when unauthorized attachments are identified is set forth in this Article X, subsection 3 below.

2. No act or failure to act by BGE with regard to charges or rentals for Licensee's Equipment shall be deemed a ratification of or the licensing of Licensee's Equipment. Any subsequently issued License shall not be retroactive or constitute a waiver by BGE.

3. The procedures of Articles VI and VIII shall apply to the process of licensing or authorizing unauthorized Attachments or Overlashed Equipment, unless otherwise agreed upon by the Licensee and BGE. Licensee shall submit an Application or Overlash Package within sixty (60) days after BGE determines that an Attachment or Overlashed Equipment is unauthorized. To the extent that the number of Attachments or Overlashed Equipment determined to be unauthorized exceeds one hundred (100) Poles, this Application or Overlash Package period may, at BGE's discretion, be extended to reasonably reflect the number of Attachments or Overlashed Equipment involved and BGE's ability to process the Application or Overlash request.

ARTICLE XI

INSPECTIONS

1. BGE reserves the right to make periodic inspections of its Poles. These inspections may consist of physical inventory audits, safety inspections or post construction inspections. Except where, in BGE's reasonable judgment, safety considerations require an immediate inspection without notice, BGE shall give Licensee reasonable advance notice of its inspections and provide Licensee the right to participate. Inspections, or the lack thereof, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement or at law.

2. Licensee and BGE shall each maintain an updated inventory of total Licensee Attachments. BGE may require a physical inventory of Licensee's Attachments on BGE's Poles jointly conducted by BGE and Licensee upon ninety (90) days advance written notice. BGE agrees to select an independent contractor for the performance of such physical inventory through a competitive bid process. Licensee shall be permitted to supplement BGE's bid invitation list to include contractors designated by Licensee. A jointly conducted physical inventory to audit for unauthorized Attachments shall be taken no more frequently than once every six (6) years, provided that BGE may request and require a jointly conducted physical inventory to be taken more frequently in the event of a material default by Licensee in the performance of its obligations. The cost of such physical inventory shall be shared in the same proportion in which the Joint Users are attached to the Poles that are subject to the inventory.

3. BGE reserves the right to make periodic safety inspections of Licensee's Equipment installed on its Poles, and Licensee shall, on demand, pay BGE an Inspection Fee for its share of the reasonable expense of such periodic inspections. Such inspections will not be made more often than once every four (4) years unless, in BGE's reasonable judgment, they are required for reasons involving safety or a violation of the terms of this Agreement relating to safety by Licensee. The Inspection Fee per Pole is set forth in Exhibit C. BGE shall give Licensee ninety (90) days advance notice of its inspections except where, in BGE's reasonable judgment, safety considerations require an immediate inspection without notice. Inspections, or the lack thereof, shall not relieve Licensee of any responsibility, obligation or liability. If safety violations are discovered, BGE will provide notice to Licensee of the safety violation. Licensee will correct such violation within thirty (30) days. If the violation is not corrected within thirty (30) days,

BGE will correct the violation and bill the cost associated with correcting the safety violation to the Licensee.

4. Post Construction Inspections, not involving Licensee overloading, shall be assessed a per Pole charge as set out in Exhibit C for each Pole actually inspected by BGE. Licensee shall notify BGE within thirty (30) days after completing installation of all cable, electronics, or other facilities covered by an application. As soon as practicable after such notification, but in no event more than one hundred thirty-five (135) days thereafter, and upon ten (10) days advance written notice to Licensee ("Initial Inspection Period"), BGE and Licensee shall inspect all Poles on the application to which Licensee has attached its facilities. If BGE conducts a Post Construction Inspection after the Initial Inspection Period is over, no Inspection Fees shall apply.

5. The Joint Users attending a Post Construction Inspection for Applications or Overloaded Equipment shall identify all Poles that need Licensee facility corrective work and/or all Poles that require any Make Ready and shall assign cost responsibility for such work. The determinations of the Joint Users present at the Post Construction Inspection concerning Make Ready cost responsibility shall be binding on Licensee and other Joint Users. Within thirty (30) days after completion of the Post Construction Inspection, BGE will submit to Licensee an invoice for necessary post construction Make Ready involving BGE facilities to the extent that cost responsibility has been assigned to Licensee. Such invoice shall be itemized to the extent provided for in Article VI or Article VIII. Within forty-five (45) days after receipt of the invoice, Licensee shall pay the invoiced amount. If BGE conducts a Post Construction Inspection after the Initial Inspection Period is over, no Inspection Fees shall apply.

6. If during the course of performing any inspection under this Article (except during Post Construction Inspections or any other inspection where there is specific evidence that a

violation is the responsibility of a particular Joint User) BGE reasonably determines that Make Ready, modification or construction is required for engineering or safety reasons, the costs shall be levied pro rata on all Joint Users, allocated by the number of Joint Users on the Pole in question. If it is apparent that a violation was the result of actions by a particular Joint User(s), that Joint User(s) shall be responsible for the entire cost of making the required correction. BGE may conduct any necessary inspections under this paragraph without all Joint Users if other Joint Users decline or fail to participate following at least ten (10) days advance written notice to Joint Users. Determinations of the Joint Users present at any such inspections concerning cost responsibility shall be binding on Licensee and other Joint Users.

ARTICLE XII

FEES, CHARGES, AND RENTS

1. Licensee shall make timely payment of any fees and charges imposed upon it by this Agreement.

2. A Pole Attachment Application Fee, as provided in Exhibit C, shall be payable to BGE for each bolted Pole Attachment requested in an Application for a Pole License, except that such fee shall not apply to riser cable Attachments. An Overlash Engineering Fee, as provided in Exhibit C, shall be payable for each Pole to which Licensee makes request for Overlash. These Fees cover any precicensing or pre-engineering inspection of Pole lines, such as the necessary survey and administrative work involved in issuing a License or granting authorization. To the extent that the Licensee does not provide its own clearance drawings, BGE may provide the drawings and collect the reasonable cost of such drawings from the Licensee. In such instance, BGE shall provide Licensee a copy of the clearance drawings by the time they are invoiced to

Licensee. Clearance drawings shall provide sufficient detail to evaluate the clearance requirements of the proposed Attachment or Overlashed Equipment.

3. See Article XI for Post Construction Inspection Fees.

4. In consideration of being permitted to occupy a Pole owned wholly or in part by BGE, Licensee shall pay BGE an Annual Pole Attachment Fee (which fee shall be separately calculated for solely and jointly owned Poles, as set forth in Exhibit C) for each bolted Attachment, except that such attachment fee shall not be payable for riser cable Attachments. One-half of such Annual Pole Attachment Fees shall be due and payable semiannually in advance on the first day of January and the first day of July for each calendar year during which this Agreement remains in effect.

5. The regular semiannual Pole rental payments shall be based upon the number of Poles for which either Conditional or Permanent Licenses have been issued and remain outstanding, regardless of whether an actual Attachment exists on a Pole, as of the date BGE prepares the invoices. No pro rata credits or refunds will be provided. BGE shall cancel any Conditional License at such time that it issues a Permanent License for a Pole and shall not continue to bill Licensee for such cancelled Conditional License.

6. The applicable charges are set forth in Exhibit C, Schedule of Fees, Charges and Rents, attached to this Agreement and hereby made a part of this Agreement.

7. The Fees, Charges and Rents set forth on Exhibit C are subject to adjustment by BGE effective as of January 1, 2015, upon ninety (90) days' prior written notice to Licensee. All fees, charges and rents contained in Exhibit C are in effect and payable until adjusted.

8. Unless a later date is specified, all invoices rendered under this Agreement by BGE are due forty-five (45) days from the date of the invoice. Nonpayment of any amount due under

this Article shall constitute a default of this Agreement. In the event that Licensee has a bona fide dispute on any portion of the invoice, it shall pay to BGE all undisputed portions immediately, and shall agree to resolve all disputed portions as soon as possible. If the dispute is resolved in BGE's favor, Licensee shall pay the amount owed.

9. A bona fide dispute means a dispute of a specific amount of money actually billed by BGE. The dispute must be clearly explained by Licensee and supported by written documentation from Licensee, which clearly shows the basis for Licensee's dispute of charges. The dispute must be itemized to show the specific account against which the disputed amount applies. By way of example and not limitation, a bona fide dispute shall not include (a) the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute; (b) the refusal to pay other amounts owed by Licensee until the dispute is resolved; or (c) claims by Licensee for damages of any kind. In the event Licensee disagrees with a change in fees, charges or rents made by BGE, Licensee may terminate this Agreement by giving BGE written notice of termination at least ten (10) days prior to the effective date of change. Both parties reserve the right to pursue any other applicable remedy in law or equity. The terms of Article XV shall apply to terminations under this paragraph.

ARTICLE XIII

LIABILITY AND DAMAGES

1. Each party shall exercise reasonable care to avoid damaging the Facilities of each other attached to Poles or Rights of Way, under this Agreement, and shall make an immediate report of the occurrence of any such damage proximately caused by the responsible party's employees, agents or contractors. The responsible party agrees to reimburse the other party for all reasonable costs incurred for the physical repair of damage to such Facilities proximately

caused by the negligent or willful act or omission of the responsible party; however, the responsible party shall not be liable to the other party for any loss of revenue or profits resulting from any interruption of service caused by such damage to or interference with the operation of Facilities caused by such damage. Notwithstanding anything to the contrary, Licensee's obligations shall be subject to appropriations and to the extent permitted by law as a local government, subject to Sections 3 and 4 herein.

2. Subject to the monetary limits set forth in Paragraph 4 below Licensee shall indemnify, protect, and save harmless BGE from and against any and all claims, demands, causes of actions, and costs for damages to property and injury or death to Licensee's employees or other persons, which may arise out of or be caused by the erection, maintenance, presence, use, or removal of Facilities or by their proximity to the Facilities of all parties attached to a Pole or Rights of Way, or by any act or omission of the Licensee's employees, agents, or contractors on or in the vicinity of BGE's Poles or Rights of Way. The scope of this indemnification expressly includes claims for indemnification or contribution arising out of a third-party's tort action for losses of any kind, including personal injury or property damage, provided however that such claims shall be subject to Sections 3, 4 and 6 herein.

BGE shall indemnify, protect, and save harmless the Licensee, their successors, agents and assigns from and against any and all claims, demands, causes of actions, and costs for damages to property and injury or death to BGE's employees or other persons, which may arise out of or be caused by the gross negligence or willful malice of BGE, their contractors, employees, successors and assigns in the erection, maintenance, presence, use, or removal of Facilities or by their proximity to the Facilities of all parties attached to a Pole or Rights of Way, or by any grossly negligent or malicious act or omission of BGE's employees, agents, or

contractors on or in the vicinity of BGE 's Poles or Rights of Way. The scope of this indemnification expressly includes claims for indemnification or contribution arising out of a third-party's tort action for losses of any kind, including personal injury or property damage

3. Subject to appropriations and to the extent permitted by law, Licensee shall indemnify, protect and save harmless BGE from any and all claims, demands, causes of action and costs arising out of the initial failure of Licensee to obtain, or subsequent loss of, the right-of-way or property owner consents necessary for Licensee to occupy private property, as required in Article III. Any obligation of the Licensee to indemnify shall be subject to the Local Government Tort Claims Act, found at Sections 5-301 through 5-304 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code, as supplemented from time to time, and the limitations of liability set forth therein, and subject to appropriations by the Harford County Council. The Licensee does not waive any immunities or defenses available at law.

4. For purposes of this Agreement, the Licensee's indemnification obligation to BGE shall be limited to one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) on an annual aggregate basis. Except with respect to Licensee's specific obligations to BGE, the indemnification obligations provided for in this Article are not to be deemed as a waiver by the Licensee of any immunities or defenses that may exist in any claim asserted or action brought against the Licensee and any liability on the part of Licensee arising out of such claim or action shall be subject to the Licensee's appropriations.

5. Licensee shall promptly advise BGE of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of Facilities governed by this License

Agreement. Copies of all accident reports and statements made to Licensee's insurer shall be furnished promptly to BGE.

6. Unless expressly provided for otherwise herein, neither Party shall be liable to the other for any special, consequential, incidental or other indirect damages arising under this Agreement.

7. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued there under.

ARTICLE XIV

INSURANCE

1. Licensee shall carry excess liability or commercial general liability insurance, and property insurance, including contractual liability coverage, subject to standard exclusions as they commonly appear in standard ISO policy forms, in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) on an annual aggregate basis of which \$200,000 per occurrence and \$500,000 on an annual aggregate basis may be funded by the Harford County Self Insurance Fund as deemed appropriate by the Licensee. Such coverage(s) apply to liability for property damage and/or bodily injury to employees and third parties caused by the actions of the Licensee, its officers, employees, and agents, when acting within the scope of their duties and authority on behalf of the Licensee, as well as provide all-risk coverage for County owned properties. The establishment of this Fund does not constitute a waiver of the immunities, liability caps, and defenses available to Harford County, Maryland, for its officers, agents, and employees.

2. Licensee shall require its contractors and subcontractors to carry, third-party commercial general liability insurance, including contractual liability coverage, to protect BGE

from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage related to the installation or removal of Licensee's Equipment or Overlashed Equipment from BGE's poles. The amounts of such commercial general liability insurance shall be at least two million dollars (\$2,000,000) as to any occurrence. Licensee shall require that its contractors and subcontractors include BGE as an additional insured on such policies of insurance. Licensee shall require its contractors and subcontractors to supply BGE with certificates of insurance evidencing the amount of the coverage and the fact that BGE is an additional insured on the policies.

3. All insurance must be in effect before BGE will authorize Licensee to make attachment to BGE's pole(s) and shall remain in force until such Attachments have been removed from all such poles. For all insurance, the Licensee must deliver evidence of self-insurance in a letter evidencing the nature of the coverage, and stating that the insurance will not be cancelled or changed without (30) days written notice to BGE. If requested, the Licensee shall submit a self-insured letter annually to BGE as evidence that it has maintained all required insurance. To the extent the insurance is obtained through a commercially issued policy, Licensee shall provide a Certificate of Insurance and BGE shall be made an additional insured on the policy.

ARTICLE XV

TERMINATION OF AGREEMENT OR LICENSE

1. If Licensee fails to comply with any of the provisions of this Agreement, Licensee shall be considered in default of this Agreement. Prior to exercising any remedy or terminating this Agreement, BGE shall provide notice to Licensee, and Licensee shall have an opportunity to

cure such default within sixty (60) days thereof, or other longer time as circumstances require and as set forth by BGE in the notice.

2. If Licensee is in default or noncompliance of the terms and conditions set forth in items 2(a) through (c) below, BGE may: (i) cancel any License that is subject to the default or noncompliance; and/or (ii) correct such default and charge Licensee the costs associated with such correction. BGE shall have the right to terminate this Agreement in its entirety and cancel all Licenses if BGE has determined that Licensee has engaged in a continuing pattern of breach or non-compliance with respect to any of the terms and conditions set forth in items 2(a) through (c) below, which has been noted in writing to the Licensee on three or more separate occasions within any twelve (12) month period, or is in breach or non-compliance of any of the terms and conditions set forth below in items 2(a) through (c) below with respect to more than half of Licensee's total Attachments, where such breach or noncompliance has not been timely cured as provided for under this Agreement.

- a. if Licensee's Equipment is maintained or used in violation of any law or in aid of any unlawful act or undertaking;
- b. if any permit or other authorization which may be required by any governmental authority for the location, operation or maintenance of Licensee's Equipment is denied or revoked before the date when possession of such permit or authorization becomes a condition of continued operations; or
- c. if Licensee defaults under any material provision of this Agreement.

3. Should the FCC or any court determine that the terms and conditions set forth in this Agreement contravene FCC regulations by being more favorable to Licensee than another attaching entity, then BGE shall have the right, immediately following such determination, to

modify the terms and conditions in this Agreement to conform to the terms and conditions set forth in the Agreement of the other attaching entity, and present such modification of this Agreement to Licensee for consideration.

4. On its own initiative, Licensee may remove its equipment from BGE's Poles upon prior notice to BGE. Licensee shall immediately thereafter give BGE written notice of such removal and surrender of License in the form of Exhibit B (Notification of Removal By Licensee) attached to this Agreement and hereby made a part of this Agreement.

5. In the event that BGE discontinues the use of its solely-owned Poles, or discontinues its use of its portion of Jointly Owned Poles, BGE shall give ninety (90) days' written notice thereof to Licensee, after which the License covering the use of such Pole or Poles shall be terminated and shall be surrendered on the form provided in Exhibit B. If BGE has a reasonable alternative for relocation of the Licensee's Equipment, then BGE shall offer that alternative to the Licensee and at Licensee's cost.

6. If Licensee is required by this Agreement to remove its Equipment from BGE's Poles, and Licensee fails to do so within the time period specified, BGE may remove, or have removed, Licensee's Equipment at Licensee's expense without liability of any nature whatsoever on the part of BGE. In such case, Licensee shall reimburse BGE for the reasonable costs associated with removal, storage, delivery and disposal of Licensee's Equipment. BGE shall deliver Licensee's Equipment to Licensee upon payment by Licensee of all reasonable costs of removal, storage, and delivery and any other amounts due BGE.

7. In the event that any Poles become Jointly Owned Poles with other Public Service Companies or change ownership pursuant to any arrangement between BGE and such

companies, BGE may assign the License allowing attachment to such Poles to the other Public Service Company, upon notice to the Licensee.

8. In the event that Licensee's Equipment is removed from BGE's Poles, no use of BGE's Poles shall again be made unless Licensee shall have first complied with all of the provisions of this Agreement as though no such use had previously been made and all outstanding charges due BGE for such previous use have been paid in full.

9. No refund of any rental shall be due on account of any removal of Licensee's Equipment from BGE's Poles, except where such removal is at BGE's request under Paragraph 5 or Paragraph 6 of this Article, in which case a pro rata refund of the rental shall be made. Licensee shall have no other or further claim or right against BGE by reason of such discontinued use under paragraph 5 or paragraph 6 of this Article.

10. Unless otherwise specified in this Agreement, upon the cancellation, surrender, or other termination of any particular License while this Agreement remains in effect, Licensee shall remove its Equipment from all affected BGE Poles within ninety (90) days of such termination. Licensee may request in writing that such removal period be extended, which request may be granted or denied by BGE in its reasonable discretion. Licensee shall be liable for and pay all fees and charges until Licensee's Equipment is actually removed from BGE's Poles. If not removed within such ninety (90) day period or such other time as established by BGE, BGE may remove Licensee's Equipment in accordance with this Agreement

11. Upon termination of this Agreement in accordance with any of its terms, all outstanding Licenses shall terminate and shall be surrendered, and Licensee shall remove its Equipment from all Poles of BGE within six (6) months of such termination. Licensee may request in writing that such removal period be extended, which request may be granted or denied

by BGE in its reasonable discretion. Licensee shall be liable for and pay all fees and charges until Licensee's Equipment is actually removed from BGE's Poles. If not removed within such six (6) month period or such other time as established by BGE, BGE shall have the right to remove Licensee's Equipment in accordance with this Agreement.

ARTICLE XVI

WAIVER OF JURY TRIAL

The parties hereby expressly agree that each waives the right to have any dispute that arises concerning this Agreement tried before a jury. Any dispute that arises shall be tried as a bench trial or, if agreeable to both parties, submitted to mediation, for resolution.

ARTICLE XVII

ASSIGNMENTS OF RIGHTS

1. Licensee shall not assign or transfer the privileges contained in this Agreement without the prior written consent of BGE, which shall not be unreasonably withheld.

2. BGE may assign this Agreement or any rights or privileges under this Agreement with written notice to Licensee. No consent shall be required in the event of an assignment by BGE to another Public Service Company, or to a "related party"; however, BGE shall notify Licensee of the new contact name and address. For purposes of this paragraph, the term "related party" means (a) a surviving or successor company to BGE in the event of a merger or consolidation; (b) a company owned by BGE; (c) a company that owns BGE; or (d) a company that is owned by another company which also owns BGE. In clauses (b), (c) and (d), the terms "owned" and "owns" include direct or indirect ownership.

ARTICLE XVIII

PROPRIETARY INFORMATION

Each party acknowledges that, in the course of the performance of this Agreement, it may have access to privileged and proprietary information claimed to be unique, secret, and confidential, and which constitutes the exclusive property and trade secrets of the other ("Proprietary Information"). This information may be presented in documents marked with a restrictive notice or otherwise tangibly designated, or designated as proprietary during oral discussions followed promptly by a written letter specifying the proprietary information disclosed orally. Each party agrees to maintain the confidentiality of the Proprietary Information, to the extent allowed by law, and to use the same degree of care as it uses with regard to its own proprietary information to prevent the disclosure, publication or unauthorized use of the Proprietary Information, in no event less than reasonable care. Neither party may duplicate, copy or use Proprietary Information of the other party other than to the extent necessary to perform this Agreement. Either party shall be excused from these nondisclosure provisions to the extent the Proprietary Information received from the other party has been or is subsequently made public by the other party, is independently developed by such party, is disclosed, as necessary, to a court or governmental agency or pursuant to applicable law, order by a court, or government agency, or if the other party gives its express, prior written consent to the disclosure of the Proprietary Information. If disclosure is required by applicable law, a governmental authority, or legal process, the party receiving the request shall provide the other party with at least 10 days written notice, or such lesser notice that is reasonably practicable under the circumstances, of the demand for such information, and provide the other party with the opportunity to object to disclosure. The Licensee's obligations under this Article are subject to

the Maryland Public Information Act, Md. State Government Code Annotated, §§ 10-611, et seq., and other applicable law.

ARTICLE XIX

WAIVER OF TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XX

NOTICES

1. Unless otherwise specified in writing, all communications, including notices required in this Agreement to be sent from Licensee to BGE, shall be addressed as follows:

Director of Asset Records Management
Baltimore Gas and Electric Company
1068 N. Front Street, Room 401
Baltimore, MD 21202

With a copy to:

Constellation Energy
General Counsel
750 E. Pratt Street
Baltimore, MD 21202

2. Unless otherwise specified in writing or modified in a subsequent letter from Licensee to BGE, all communications, including billing invoices and notices required under this Agreement to be sent from BGE to Licensee, shall be addressed to Licensee at Licensee's principal office or Pole Liaison Contact, as identified as follows:

Justus Daniel Eapen
Acting Director of the Office of Information and Communication Technology
Harford County Government
45 South Main Street

Bel Air, MD 21014

With a copy to:

Robert S. McCord
County Attorney
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

Licensee shall notify BGE in writing of any change in address, and Licensee assumes all liability arising from any failure to so notify BGE.

ARTICLE XXI

GOVERNING LAW

This License Agreement shall be governed by federal law and the laws of the State of Maryland, without respect to any conflicts of law provisions.

ARTICLE XXII

SEVERABILITY

In the event that any term or condition of this Agreement shall be determined to be in violation of applicable law, then, except as otherwise provided in this Agreement, that term, to the extent possible, shall be removed from this Agreement and the remainder of the Agreement reformed to maintain the duties, rights and obligations of the parties as originally intended.

ARTICLE XXIII

FORCE MAJEURE

Except as may be expressly provided otherwise, neither party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, system emergency or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or

(c) strikes, lockouts, work stoppage, or other labor difficulties. BGE shall not be liable to Licensee for any failure of performance hereunder that results from BGE's personnel or contractors being called upon to assist another utility with a force majeure event. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its effect on performance required under this Agreement.

ARTICLE XXIV

SURVIVAL; LIMITATIONS ON ACTIONS

1. Notwithstanding the termination of this Agreement for any reason, Articles XIII, XIV, XVIII, and XX shall survive termination for the applicable statute of limitations.

2. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

ARTICLE XXV

GENERAL PROVISIONS

1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by the use of facsimile signatures.

2. The section headings are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be duly executed in duplicate the day and year first above written.

BALTIMORE GAS & ELECTRIC COMPANY

By: _____
Name: Carol A. Dodson
Title: Senior Vice President,
Asset Management Services

HARFORD COUNTY, MARYLAND

By: _____ (SEAL)
David R. Craig
County Executive

APPROVED for program sufficiency:

APPROVED for form and legal sufficiency
this ____ day of _____, 20__.

Justus D. Eapen
Division of Information and Communications
Technology

Robert S. McCord
County Attorney

APPROVED as to financial sufficiency
this ____ day of _____, 20__.

APPROVED this ____ day of
_____, 20__.

Kathryn Hewitt, Treasurer

Deborah L. Henderson, Procurement

POLE LICENSE AGREEMENT

Between

BALTIMORE GAS AND ELECTRIC COMPANY

Licenser

And

HARFORD COUNTY, MARYLAND

Licensee

DATED AS OF: _____

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